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|---|---|----------------|-------------|
| CONTINUATION SHEET  | Reference No. of Document Being Continued |                | Page 2 of 6 |
|   | PIIN/SIIN DAAE07-00-C-L036                | MOD/AMD P00008 |             |
| Name of Offeror or Contractor: SOUTHWEST RESEARCH INSTITUTE |   |                |             |

SECTION A - SUPPLEMENTAL INFORMATION

1. The purpose of unilateral modification P00008 is to exercise 975 option one level-of-effort hours in support of Work Directive 006 ("Installation and Modernization of PAISI Test System") and establish CLIN 0003AH/ACRN AJ. This work directive is valued at \$150,451 and is fully funded by PRON E112C196EHEH.

2. The contract is modified as follows:

| Section | Delete Page | Add Page | Description   |
|---------|-------------|----------|---|
| B       | None        | 3(g)     | Establish CLIN 0003AH/ACRN AJ                               |
| G       | None        | 12 (f)   | Incorporate Administrative Appropriation and Funding Data   |
| H       | 18(a)       | 18(a)    | Revise number of available option one level-of-effort hours |

3. As a result of the modification, the total value of this contract is increased by \$150,451 from \$2,472,074 to \$2,622,525.

4. All other terms and conditions remain unchanged.

\*\*\* END OF NARRATIVE A 007 \*\*\*

Name of Offeror or Contractor: SOUTHWEST RESEARCH INSTITUTE

| ITEM NO | SUPPLIES/SERVICES  | QUANTITY | UNIT | UNIT PRICE | AMOUNT        |
|---------|--|----------|------|------------|---------------|
| 0003AH  | <div>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</div> <div>SERVICES LINE ITEM</div> <div>NOUN: PAISI TEST SYSTEM<br/>SECURITY CLASS: Unclassified<br/>PRON: E112C196EH PRON AMD: 02 ACRN: AJ<br/>AMS CD: 633005 II<br/>Work Directive 006, 975 Level of Effort Hours</div> <div>Estimated Cost: \$145,274<br/>Fixed Fee: 5,177<br/>Total \$150,451</div> <div>(End of narrative B001)</div> <div>Inspection and Acceptance<br/>INSPECTION: Destination ACCEPTANCE: Destination</div> <div>Deliveries or Performance<br/>DLVR SCH PERFORM PL<br/>REL CD QUANTITY DATE<br/>001 0 31-JAN-2002</div> <div>\$ 150,451.00</div> |          |      |            | \$ 150,451.00 |

SECTION G - CONTRACT ADMINISTRATION DATA

| LINE        | PRON/         | OBLG STAT/                    | INCREASE/DECREASE   |               | CUMULATIVE    |
|-------------|---------------|-------------------------------|---------------------|---------------|---------------|
| <u>ITEM</u> | <u>AMS CD</u> | <u>ACRN</u> <u>JOB ORD NO</u> | <u>PRIOR AMOUNT</u> | <u>AMOUNT</u> | <u>AMOUNT</u> |
| 0003AH      | E112C196EH    | AJ 2 \$                       | 0.00 \$             | 150,451.00 \$ | 150,451.00    |
|             | 633005 II     | 12C196                        |                     |               |               |
|             |               |                               | NET CHANGE \$       | 150,451.00    |               |

| SERVICE     | NET CHANGE     | ACCOUNTING                                  |                | INCREASE/DECREASE |
|-------------|----------------|---|----------------|-------------------|
| <u>NAME</u> | <u>BY ACRN</u> | <u>ACCOUNTING CLASSIFICATION</u>            | <u>STATION</u> | <u>AMOUNT</u>     |
| Army        | AJ             | 21 12040000016D7675P633005255Y S2011312C196 | W56HZV         | \$ 150,451.00     |
| NET CHANGE  |                |   |                | \$ 150,451.00     |

| PRIOR AMOUNT          |                 | INCREASE/DECREASE |            | CUMULATIVE       |
|-----------------------|-----------------|-------------------|------------|------------------|
| <u>OF AWARD</u>       |                 | <u>AMOUNT</u>     |            | <u>OBLIG AMT</u> |
| NET CHANGE FOR AWARD: | \$ 2,472,074.00 | \$                | 150,451.00 | \$ 2,622,525.00  |

|                           |   |                           |
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| <b>CONTINUATION SHEET</b> | <b>Reference No. of Document Being Continued</b><br><b>PIIN/SIIN</b> DAAE07-00-C-L036 <b>MOD/AMD</b> P00008 | <b>Page</b> 5 <b>of</b> 6 |
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**Name of Offeror or Contractor:** SOUTHWEST RESEARCH INSTITUTE

#### SECTION H - SPECIAL CONTRACT REQUIREMENTS

##### SPECIAL PROVISIONS

##### H.21 Qualified Contractor personnel:

H.21.1 "Contractor Personnel", as intended by this section, includes both those directly employed by the Contractor, plus any subcontractor personnel who provide direct level of Effort toward authorized Work Directives.

H.21.2 The successful offeror who is awarded this contract shall report turnover in key personnel positions to the Contracting Officer's Technical Representative (COTR) and Procuring Contracting Officer (PCO) (by letter), along with the resume of the proposed replacements.

H.22 Ordering and Contract Administration: All ordering and contract administration will be effected by the Contracting Officer, address as shown on the face page of this Contract. Communications pertaining to Contractual administrative matters will be addressed to him. No changes in or deviation from the statement of work or Work Directives shall be effected without written authorization by the Contracting Officer authorizing such changes. The Contractor shall not accept any instructions issued by any person other than the Contracting Officer.

H.23 Unauthorized Automated Data Processing (ADP) Costs: The Contractor shall not procure or lease ADP Equipment (ADPE) under this contract without requesting and obtaining the written approval of the PCO. Any costs incurred by the Contractor for such ADP purchase or lease without the necessary approvals will be unallowable. At this time, the Government does not intend to facilitate any offeror with ADPE under this Contract, or to reimburse any direct cost for its acquisition, lease or maintenance. "ADPE" is defined at Federal Acquisition Regulation (FAR) Clause 31.001.

##### H.24 Options for Additional Level-of-Effort

H.24.1 Option 1: The Government shall have the unilateral right to increase the contract level of effort (LOE) by a maximum of 21,156\* manhours at an estimated cost of \$68.37\_per hour and a fixed fee of \$5.31 per hour. The Government may incrementally exercise this option at any time on or after contract award but in no event later than twelve (12) months after contract award. The Government may exercise this option in more than one increment. The Government has the unilateral right to add the additional hours to an existing CLIN or to establish a new and separate CLIN. The period of performance for hours added by this option shall be twelve (12) months from exercise of the latest increment.

H.24.2 Option 2: The Government shall have the unilateral right to increase the contract level of effort (LOE) by a maximum of 40,000\* manhours at an estimated cost of \$70.47 per hour and a fixed fee of \$5.47 per hour. The Government may incrementally exercise this option at any time on or after contract award but in no event later than twenty-four (24) months after contract award. The Government may exercise this option in more than one increment. The Government has the unilateral right to add the additional hours to an existing CLIN or to establish a new and separate CLIN. The period of performance for hours added by this option shall be twelve (12) months from the latest increment.

H.24.3 Option 3: The Government shall have the unilateral right to increase the contract level of effort (LOE) by a maximum of 40,000\* manhours at an estimated cost of \$72.71 per hour and a fixed fee of \$5.65 per hour. The Government may incrementally exercise this option at any time on or after contract award but in no event later than thirty-six (36) months after contract award. The Government may exercise this option in more than one increment. The government has the unilateral right to add the additional hours to an existing CLIN or to establish a new and separate CLIN. The period of performance for hours added by this option shall be twelve (12) months from the latest increment.

H.24.4 Option 4: The Government shall have the unilateral right to increase the contract level of effort (LOE) by a maximum of 40,000\* manhours at an estimated cost of \$75.00 per hour and a fixed fee of \$5.83 per hour. The Government may incrementally exercise this option at any time on or after contract award but in no event later than forty-eight (48) months after contract award. The Government may exercise this option in more than one increment. The government has the unilateral right to add the additional hours to an existing CLIN or to establish a new and separate CLIN. The period of performance for hours added by this option shall be twelve (12) months from the latest increment.

H.24.5 Option 5: The Government shall have the unilateral right to increase the contract level of effort (LOE) by a maximum of 40,000\* manhours at an estimated cost of \$77.32 per hour and a fixed fee of \$6.00\_per hour. The Government may incrementally exercise this option at any time on or after contract award but in no event later than sixty (60) months after contract award. The Government may exercise this option in more than one increment. The government has the unilateral right to add the additional hours to an existing CLIN or to establish a new and separate CLIN. The period of performance for hours added by this option shall be twelve (12) months from the latest increment.

\* Plus any direct charge administrative support.

H.25 Failure to exercise any portion of an option does not negate the Government's right to unilaterally exercise any portion of any follow-on option.

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| <b>Name of Offeror or Contractor:</b> SOUTHWEST RESEARCH INSTITUTE |   |                           |

H.26 Services to be Performed

The parties to this contract recognize and agree that the services to be provided hereunder will be provided only in strict accordance with the Scope of Work set forth herein and as further defined in Work Directive signed by the Contracting officer. This is to insure that the policies in Office of Federal Procurement Policy (OFAP) Policy Letter 92-1 and Department of Defense (DOC) Directive 4205.2 are adhered to. Contractors are specifically prohibited from performing inherently Governmental functions. Appropriate Agency control of the work product must be preserved to insure that the Contractor's performance of permissible services does not approach being an inherently Government function because of the manner in which the contract is performed or administered. Additionally, this contract is not to be used under any circumstances specifically to aid in influencing or enacting legislation. The parties agree that the Contractor personnel rendering the services under this contract are not subject either by the contract terms or the manner of its administration, to the supervision and control usually prevailing in relationship between the Government and its employees. The Contractor shall not be reimbursed for any work that is outside the Scope of Work Directive signed by the Contracting Officer.

H.27 (TACOM) SPECIAL BILLING AND PAYING INSTRUCTIONS, BASED ON ACRN  
(MAR 2000)

- (a) This contract currently is funded (or later will be funded) by two or more separate customers or appropriations, as shown in Section B of the contract by the presence of more than one Accounting Classification Reference Number (ACRN) for the Contract Line Item Numbers (CLINs) in the contract schedule. (ACRNs refer to long-line accounting classifications that are given in full in Section G of the contract.)
- (b) In order for disbursements under the contract to be paid appropriately, the following requirements apply to the contractor and the paying office:
- (c) The CONTRACTOR: in addition to showing a total amount on each voucher and invoice for payment, the contractor also shall:
  - (1) specify the CLIN(s) and ACRN(s) against which payment is requested, and also
  - (2) show a breakdown of the corresponding subtotal amounts that apply to each specified CLIN and ACRN.

In the following illustration, the contractor is invoicing a total of \$300,000, of which \$50,000 applies to performance against CLIN 0001 (ACRN AA), \$135,000 relates to performance against CLIN 0002 (ACRN AB), and \$115,000 relates to performance against CLIN 0004 (which also cites ACRN AA). This invoice would include the following information.

TOTAL INVOICE AMOUNT: \$300,000, of which  
                               \$50,000 applies to CLIN 0001 (ACRN AA)  
                               \$135,000 applies to CLIN 0002 (ACRN AB)  
                               \$115,000 applies to CLIN 0004 (ACRN AA)

- (d) The PAYING OFFICE: shall review each invoice or payment voucher received against the contract, and shall make payment against only those ACRN(s) specified on the invoice. If an invoice or voucher received against the contract does not contain the required identification of the CLIN and ACRN against which payment applies, or if the specified sub-totals do not sum to the total amount invoiced, such invoice shall NOT be deemed a proper or complete invoice. Such invoice shall be returned to the contractor for correction and resubmission, with an information copy furnished to the Administrative Contracting Officer (ACO).

\*\*\* END OF NARRATIVE H 002 \*\*\*